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IDAHO PUBLIC
UTILITIES COMMISSION

CenturyLink®

July 20, 2016

Via Overnight delivery

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

Re: Case No.: CEN-T-16-01
Application for Approval of Revision to Interconnection Agreement
New Cingular Wireless / CenturyTel of Idaho dba CenturyLink

Dear Ms. Jewell:

Pursuant to my telephone conversation with your office on July 13, 2016, we request that the Application submitted on July 8, 2016 be withdrawn. In its stead, we are submitting an Application for Approval of Revision to Interconnection Agreement which contains specifically, the language that is revised from the Interconnection Agreement approved on June 30, 2016 under Order No. 33548. Accordingly, enclosed for filing are an original and two (2) copies of the Commercial Mobile Radio Services (CMRS) Interconnection Agreement between New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service Affiliates and CenturyTel of the Gem State, Inc. d/b/a CenturyLink, CenturyTel of Idaho, Inc. d/b/a CenturyLink for the State of Idaho. CenturyLink respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Josie G. Addington
Legal Assistant III

/jga

Enclosure(s)
cc: Service List

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Seattle, Washington 98191
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF CENTURYTEL OF IDAHO dba CENTURYLINK FOR APPROVAL OF THE INTERCONNECTION AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC AND ITS COMMERICAL MOBILE RADIO SERVICE AFFILIATES FOR THE STATE OF IDAHO PURSUANT TO 47 U.S.C. §252(e)	**CASE NO.: CEN-T-16-01** **APPLICATION FOR APPROVAL OF REVISION TO INTERCONNECTION AGREEMENT**

CenturyTel of Idaho dba CenturyLink ("CenturyLink") hereby files this Application for Approval of Revision to the Interconnection Agreement ("Revised Agreement") which was approved by the Idaho Public Utilities Commission on June 30, 2016 under Order No. 33548 (the "Agreement"). This filing is a revised version of the Interconnection Agreement in this docket approved on June 30, 2016. The revised Interconnection Agreement with New Cingular Wireless PCS, LLC ("New Cingular") is submitted herewith.

The Agreement revises the previously signed Interconnection Agreement on page 34 as follows:

> "*43.4.1 Carrier will pay CenturyLink transit charges for Transit Traffic as set forth in Table 1.*"

Sections 1.111 and 1.112 of the Interconnection Agreement do not exist, and this was overlooked during negotiations.

This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

CenturyLink respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Agreement will enable New Cingular to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests that the Commission approve this Agreement without a hearing. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 20th day of July, 2016.

CENTURYLINK

Maureen Reynolds for:

Lisa A. Anderl
Attorney for CenturyLink

CenturyLink
1600 7th Ave., Suite 1506
Seattle, WA 98191
Telephone: (206) 398-2500

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of July, 2016, I served or caused to be served the foregoing **APPLICATION FOR APPROVAL OF REVISION TO INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary Idaho Public Utilities Commission 472 West Washington Street P.O. Box 83720 Boise, Idaho 83720-0074	_____ Hand Delivery _____ U. S. Mail XX Overnight Delivery _____ Facsimile _____ Email
New Cingular Wireless CS, LLC and its Commercial Mobile Radio Service Affiliates Legal Department Attn: Interconnection Agreement Counsel 208 S. Akard Street, Room 3135 Dallas, Texas 75202	_____ Hand Delivery XX U. S. Mail _____ Overnight Delivery _____ Facsimile _____ Email
New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service Affiliates Attn: Director of Financial Analysis 1 AT&T Way, Room 4A105 Bedminster, New Jersey 07921	_____ Hand Delivery XX U. S. Mail _____ Overnight Delivery _____ Facsimile _____ Email

Josie Addington

CenturyLink
1600 7th Ave., Suite 1506
Seattle, WA 98191
Telephone: (206) 398-2500

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CenturyLink™

COMMERCIAL MOBILE RADIO SERVICES (CMRS) INTERCONNECTION AGREEMENT

New Cingular Wireless PCS, LLC
and its Commercial Mobile Radio Service Affiliates

and

CenturyTel of the Gem State, Inc. d/b/a CenturyLink,
CenturyTel of Idaho, Inc. d/b/a CenturyLink

For the State of

Idaho

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INTERCONNECTION AGREEMENT

This Interconnection Agreement is entered into by and between CenturyTel of the Gem State, Inc. d/b/a CenturyLink and CenturyTel of Idaho, Inc. d/b/a CenturyLink ("CenturyLink"), and New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service Affiliates ("CMRS"), formerly doing business as AT&T Wireless Services, Inc. and Edge Wireless, LLC, in their capacity as certified providers of local Telecommunications Service. CenturyLink and CMRS are herein referred to collectively as the "Parties" and each individually as a "Party" provided however, that even though this Agreement refers to the Incumbent Local Exchange Carriers (ILECs) doing business as "CenturyLink" by a single name, the terms and provisions of this Agreement shall apply separately and independently with respect to each of such separate, legal, entities, not as a collective group, and the exercise, assertion, application, waiver or enforcement of each and any of the terms, obligations, duties, liabilities, rights, privileges or other interests embodied in this Agreement by or against any of such ILECs shall pertain, in each instance, only with respect to a single, individual ILEC, and shall not be deemed to apply in an aggregate fashion to any of the other ILECs who are signatory parties to this Agreement, unless mutually agreed upon in a separate written instrument executed by each affected entity. This Agreement covers services in the State of Idaho (State) and only in areas which both Parties are certificated.

WHEREAS, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined in this Agreement) between CenturyLink and Carrier; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Idaho Public Utilities Commission (the "Commission"); and

WHEREAS, the parties wish to replace any and all other prior interconnection agreements, both written and oral, applicable to the state of Idaho;

Now, therefore, in consideration of the terms and conditions contained in this Agreement, Carrier and CenturyLink hereby mutually agree as follows:

PART A – DEFINITIONS

1. DEFINED TERMS

1.1 Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined in this Agreement will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The meaning of those terms shall be their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

1.2 "Act" means the Communications Act of 1934, as amended.

1.3 "Affiliate" is as defined in the Act.

1.4 "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

1.4.1 Directory Assistance;

1.4.2 911/E911;

1.4.3 Operator call termination (busy line interrupt and verify); and

1.4.4 Information services requiring special billing (e.g., 900 and 950).

1.5 "Bill and Keep" means the originating Party has no obligation to pay terminating charges to the terminating Party.

1.6 "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.

1.7 "Central Office Switches" ("COs") are switching facilities within the public switched telecommunications network, including, but not limited to:

1.7.1 "End Office Switches" ("EOs") are landline switches from which end-user Telephone Exchange Services are directly connected and offered.

1.7.2 "Tandem Switches" are switches which are used to connect and switch trunk circuits between and among Central Office Switches.

1.7.3 "Mobile Switching Centers" ("MSCs") are an essential element of the CMRS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates intercell and intersystem call hand-offs and records all system traffic for analysis and billing.

1.7.4 "Remote Switches" are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.

1.8 "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 CFR §20.3.

1.9 "Common Transport" means a local interoffice transmission path between a third party Tandem Switch and a CenturyLink End Office Switch. Common transport is shared between multiple customers.

1.10 "Direct Trunked Transport" ("DTT"): A DS1 or DS3 interoffice facility that connects the CenturyLink Serving Wire Center of the CMRS's Local Interconnection Entrance Facility or Collocation to the terminating CenturyLink Tandem or End Office used exclusively for the transmission and routing of Telephone Exchange Service and Exchange Access.

1.11 "Effective Date" is the date referenced in Section 4 of the Agreement, unless otherwise required by the Commission.

1.12 "End Date" is the date this Agreement terminates as referenced in the opening paragraph.

1.13 "End Office" is the central office to which a telephone subscriber is connected. The last central office before the subscriber's phone equipment. The central office which actually delivers dial tone to the subscriber. It establishes line to line, line to trunk, and trunk to line connections.

1.14 "Electronic Interfaces" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.

1.15 "FCC" means the Federal Communications Commission.

1.16 "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 CFR §69.601(b) of the FCC's regulations.

1.17 "Interconnection" is as defined in 47 CFR §51.5.

1.18 "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.

1.19 "InterMTA Traffic" For purposes of intercarrier compensation under this Agreement, InterMTA Traffic means telecommunications traffic between CenturyLink and a CMRS

provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area. For purposes of determining whether traffic originates and terminates in different MTAs, and therefore whether the traffic is InterMTA, the location of the central office that serves the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call may be used.

1.20 "IntraLATA Toll Traffic" means landline-to-landline telecommunications traffic as defined in accordance with CenturyLink's then-current intraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.

1.21 "Local Interconnection Entrance Facility" is a DS1 or DS3 facility that extends from CMRS's Switch location or other CMRS Premises to the Point of Interconnection with CenturyLink Serving Wire Center for that CMRS Switch or Premises. A Local Interconnection Entrance Facility may not extend beyond the area served by the CenturyLink Serving Wire Center.

1.22 "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between CenturyLink and Carrier that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 CFR §24. 202 and that is Non-Access Telecommunications Traffic as set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by Carrier's end user. This shall not affect CenturyLink's landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas.

1.23 "Major Trading Area" ("MTA") refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under §251(b)(5) as defined in 47 CFR §24.202(a).

1.24 "Mid-Span Fiber Meet" is an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic, subject to the trunking requirements and other terms and provisions of this Agreement. The "point" of Interconnection for purposes of §§251(c)(2) and 251(c)(3) remains on CenturyLink's network and is limited to the Interconnection of facilities between the CenturyLink Serving Wire Center and the location of the CMRS switch or other equipment located within the area served by the CenturyLink Serving Wire Center

1.25 "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' ("ATIS") Ordering and Billing Forum ("OBF"). The MECAB document, published by ATIS (0401004-00XX), contains the recommended guidelines for the billing of access services provided to a customer by two or more telecommunications carriers, or by one telecommunications carrier in two or more states within a single LATA.

1.26 "Multiple Exchange Carrier Ordering And Design ("MECOD") Guidelines for Access Services Industry Support Interface" refers to the document developed by the Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document, published by ATIS (0404120-00XX), contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

1.27 "North American Numbering Plan" ("NANP") means the plan for the allocation of unique ten-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.

1.28 "Numbering Plan Area" ("NPA" – sometimes referred to as an area code) means the three-digit indicator which is designated by the first three digits of each ten-digit telephone number within the NANP. Each NPA contains 8YY possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all

telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.29 "NXX," "NXX Code," or "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a ten-digit telephone number within the NANP.

1.30 "Ordering And Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

1.31 "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by CenturyLink of services, functionality or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those offered to CenturyLink, its Affiliates or any other entity that obtains such services, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, CenturyLink shall provide such services, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, functionality or telephone numbering resources.

1.32 "Point of Interconnection" (POI)- A point on CenturyLink's network where the Parties deliver interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is financially responsible to provide. The POI also establishes the interface, the test point, and the operational responsibility hand-off between CMRS and CenturyLink for the Interconnection of their respective networks. This definition does not negate the Parties' obligations to share the cost of interconnection facilities established in Part C.

1.33 "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.

1.34 "Serving Wire Center" ("SWC") denotes the CenturyLink building from which dial tone for local exchange service would normally be provided to a particular end user customer premises.

1.35 "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the 'Tandem Switch') including but not limited to CARRIER, CenturyLink, independent telephone companies, and wireless Carriers.

1.36 "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

1.37 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

1.38 "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 USC 153, Section 3.

1.39 "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.40 "Transit Service" means the delivery of Transit Traffic.

1.41 "Transit Traffic" means traffic that is originated by Carrier, transited through CenturyLink, and terminated to a third party Telecommunications Carrier's network, or originated on a third party Telecommunications Carrier's network, transited through CenturyLink, and terminated on Carrier's network.

1.42 "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk-side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

1.43 "Wire Center" denotes a building or space within a building, which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

2.1 This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for interconnection with the other's local network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth in this Agreement address the exchange of traffic between Carrier and CenturyLink. If such traffic is Local Traffic, the provisions of this Agreement shall apply. The Interconnection services covered by this Agreement are for Wireless Interconnection for CMRS carriers only in association with CMRS services. Wireless Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.

2.2 Other interconnections are covered by separate contract, tariff or price lists. Carrier may also take such other services not covered by this agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-interconnection Services"). The rates, terms and conditions for such Non-interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g., directory assistance, operator services, etc.) will be billed at the standard rates for those services.

2.3 CenturyLink shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations (CFR). CenturyLink may discontinue any Interconnection arrangement, Telecommunications Service, or provided or required hereunder due to network changes or upgrades after providing Carrier notice as required by this section. CenturyLink will cooperate with Carrier and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service. CenturyLink may not use this section to deny CMRS the right to interconnect with CenturyLink and exchange traffic with CenturyLink's end users.

2.4 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and CenturyLink's Tariffs, methods and procedures, technical publications, policies, product notifications or other CenturyLink documentation relating to CenturyLink's or CMRS's rights or obligations under this Agreement then the rates, terms and conditions of this Agreement shall prevail. To the extent another document attempts to abridge or expand the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

3. REGULATORY APPROVALS

3.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. CenturyLink and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications. Carrier shall not order services under this Agreement before the Effective Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

3.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to

the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

3.3 Section 3.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

3.4 Notwithstanding anything in this Agreement to the contrary, in the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, CenturyLink is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to Carrier under this Agreement, then CenturyLink may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) days written notice to Carrier. Immediately upon provision of such written notice to Carrier, Carrier will be prohibited from ordering and CenturyLink will not provide new Discontinued Arrangements.

3.5 Additional services, beyond those specified in this Agreement, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

4. EFFECTIVE DATE, TERM AND TERMINATION

4.1 Effective Date. This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties.

4.1.1 Notwithstanding the above, the initiation of a new CMRS account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for up to sixty (60) Days after execution by both Parties to accommodate required initial processes. No order or request for services under this Agreement shall be processed nor shall any CenturyLink obligation take effect before CMRS has established a customer account with CenturyLink and has completed any implementation, planning, and forecasting requirements as described in this Agreement.

4.2 Term. This Agreement shall continue for a period of three (3) years after execution by both Parties (the "Initial Term), unless terminated earlier in accordance with the terms of this Agreement. If neither Party terminates this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided in this Agreement.

4.2.1 Notwithstanding the above, CenturyLink may terminate this Agreement after six consecutive months of inactivity on the part of CMRS. Inactivity is defined as CMRS's failure, as required in this Agreement, to initiate the required pre-ordering activities, CMRS's failure to submit any orders, or CMRS's failure to originate or terminate any Local Traffic.

4.3 Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (Notice of Termination) at least ninety (90) Days prior to the last day of the Initial Term. Either Party may terminate this

Agreement after the Initial Term by providing a Notice of Termination at least thirty (30) Days prior to the effective date of such termination.

4.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 4.3 and, on or before the noticed date of termination (the "End Date), either Party has requested negotiation of a new interconnection agreement, such notice shall constitute a bona fide request to negotiate a replacement agreement for interconnection, services or network elements pursuant to §252 of the Act and this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between CMRS and CenturyLink; or, (b) one hundred sixty (160) Days after the requested negotiation or such longer period as may be mutually agreed upon, in writing, by the Parties, or (c) the issuance of an order (or orders) by the Commission resolving each issue raised in connection with any arbitration commenced within the timeframe contemplated in (b) above. If a replacement agreement has not been reached when the timeframe contemplated above expires, then CenturyLink and CMRS may mutually agree in writing to continue to operate on a month-to-month basis under the terms set forth herein, subject to written notice of termination pursuant to Section 4.3. Should the Parties not agree to continue to operate under the terms set forth herein, then the provisions of Section 4.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 4.6 or Section 4.7.

4.5 Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 4.3 and, by 11:59 p.m. Central Time on the stated date of termination, and neither Party has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyLink under this Agreement at the time of termination, including Interconnection arrangements and the exchange of local traffic, may be terminated by CenturyLink unless the Parties jointly agree to other continuing arrangements.

4.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default by the other Party so long as the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) Days of the written notice thereof, provided however, that any requirements for written notice and opportunity to cure with respect to the failure to make timely payment of undisputed charges shall be governed separately under Section 55.15. Following CenturyLink's notice to CMRS of its Default, CenturyLink shall not be required to process new Service Orders until the Default is timely cured.

4.7 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate its obligations under this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-Affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) Days prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

4.8 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.

4.9 Predecessor Agreements.

4.9.1 Except as stated in Section 4.9.2 or as otherwise agreed in writing by the Parties.

a. any prior interconnection or resale agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

b. any services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions of under this Agreement.

4.9.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior agreement between the Parties pursuant to §252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be subject to the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.

4.9.3 If either Party elects to cancel the service commitment pursuant to the provision in Section 4.9.2, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

5. AUDITS AND EXAMINATIONS

5.1 "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one Audit per twelve (12) month period commencing with the Effective Date.

5.2 Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The Audited Party will provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

5.3 Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this section 5.3, a "special data extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit.

5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.

5.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

5.6 This Section shall survive expiration or termination of this Agreement for a period of two years after expiration or termination of this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

6.2 CenturyLink will use its best efforts to obtain for Carrier, under commercially reasonable terms, Intellectual Property rights to each interconnection arrangement or Telecommunications Service necessary for Carrier to use such arrangement or service in the same manner as CenturyLink.

6.3 CenturyLink shall have no obligations to attempt to obtain for Carrier any Intellectual Property right(s) that would permit Carrier to use any interconnection arrangement or Telecommunications Service in a different manner than used by CenturyLink.

6.4 All costs associated with the extension of Intellectual Property rights to Carrier pursuant to Section 6, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the interconnection arrangement or Telecommunications Service to which the Intellectual Property rights relate and apportioned to all requesting carriers using that interconnection arrangement or Telecommunications Service including CenturyLink.

6.5 CenturyLink hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning Carrier's (or any third parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such interconnection arrangement or Telecommunications Service furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with interconnection arrangement or Telecommunications Service are vendor licenses and warranties and are a part of the Intellectual Property rights CenturyLink agrees in Section 6.2 to use its best efforts to obtain.

7. LIMITATION OF LIABILITY

7.1 Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, except that the foregoing shall not limit a Party's obligation under Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

7.2 Neither Party, its parents, subsidiaries, affiliates, agents, servants or employees shall be liable for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, providing or failing to

provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of willful misconduct.

7.3 Notwithstanding the foregoing, in no event shall CenturyLink's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

7.4 The foregoing shall not limit a Party's obligation as set out in this Agreement to indemnify, defend, and hold the other Party harmless against amounts payable to third parties, nor shall the foregoing limit a Party's obligation to pay amounts due under this Agreement.

8. INDEMNIFICATION

8.1 Each Party will defend, indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligent or willful misconduct or omission of the indemnifying Party.

8.2 Carrier shall defend, indemnify and hold harmless CenturyLink from all claims by Carrier's subscribers for any negligent or willful misconduct or omission caused by carrier relating to or resulting from claims/services provided under this Agreement.

8.3 CenturyLink shall defend, indemnify and hold harmless Carrier from all claims by CenturyLink's subscribers for any negligent or willful misconduct or omission caused by carrier relating to or resulting from claims/services provided under this Agreement.

8.4 The indemnifying Party will defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand as set forth in this Section 8.

8.5 The indemnified Party will notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.

8.6 The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

8.7 When the lines or services of other companies are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

9. CONFIDENTIALITY AND PUBLICITY

9.1 All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

9.2 For a period of three years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (2) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this

Agreement, and (3) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

9.3 Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (2) which becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (4) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

9.4 Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section 9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

9.5 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

9.6 Except as otherwise expressly provided in this Section 9, nothing in this Agreement limits the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

10. WARRANTIES

10.1 Except as specifically provided elsewhere in this agreement to the contrary, neither Party makes any representations or warranties, express or implied, with respect to quality, functionality or characteristics of the services provided pursuant to this Agreement, including, but not limited to, implied warranties of merchantability and/or fitness for a particular purpose. No representation or statement made by either Party or any of its agents or employees, oral or written, including, but not limited to, any specifications, descriptions or statements provided or made shall be binding upon either Party as a warranty.

11. ASSIGNMENT AND SUBCONTRACT

11.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, the successor shall be responsible for the performance of and liability for those obligations and duties to which it is succeeding. Thereafter, the successor shall be deemed Carrier or CenturyLink and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

11.2 Except as provided in this Section 11, and except for an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to

impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

12. GOVERNING LAW

12.1 This Agreement shall be governed by and construed in accordance with the Act and the FCC Rules and Regulations, and other authoritative statements, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state where this Agreement is filed, without regard to its conflicts of laws principles, shall govern.

13. RELATIONSHIP OF PARTIES

13.1 It is the intention of the Parties that each shall be an independent contractor and nothing contained in this Agreement shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

14. NO THIRD PARTY BENEFICIARIES

14.1 The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers.

15. NOTICES

15.1 Except as otherwise provided in this Agreement, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered.

If to New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service Affiliates:

New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service Affiliates
1 AT&T Way, Room 4A105
Bedminster, NJ 07921
Attn: Director Financial Analysis
Phone: 908-234-3707
Email: dh6491@att.com

With copy to:

New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service Affiliates
Legal Department
208 S. Akard Street, Room 3135
Dallas, TX 75202
Attn: Interconnection Agreement Counsel
Phone: 214-757-3418

If to CenturyLink:

CenturyLink
Director Wholesale Contracts
930 15th Street 6th Floor Denver, CO 80202
Phone: 303-672-2879
Email: intagree@centurylink.com

With copy to:

CenturyLink Legal Department
Wholesale Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@centurylink.com

15.2 If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 15.

16. WAIVERS

16.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

16.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

16.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

17. SURVIVAL

17.1 Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 4, 5, 6, 7, 8, 9, 10, 20 and 22.

18 FORCE MAJEURE

18.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CenturyLink, CenturyLink will resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

19. DISPUTE RESOLUTION PROCEDURES

19.1 Alternative to Litigation. Except as provided under §252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for an action seeking a temporary restraining order, an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree that the following resolution procedures shall be used. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.

19.1.1 A Party may not submit a dispute to any court, commission or agency of competent jurisdiction for resolution unless at least sixty (60) Days have elapsed after the Party asserting the dispute has given written notice of such dispute to the other Party. Such notice must explain in reasonable detail the specific circumstances and grounds for each disputed item. If a Party gives notice of a billing dispute more than thirty (30) Days after the billing date and has not paid the disputed amounts by the payment due date, then the notice of such dispute shall be deemed to have been given thirty (30) Days after the billing date for purposes of calculating the time period before such dispute may be submitted to any court, commission or agency of competent jurisdiction for resolution.

19.1.2 The Parties shall meet or confer as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the Parties, provided, however, that all reasonable requests for relevant, non-privileged, information made by one Party to the other Party shall be honored, and provided that the following terms and conditions shall apply:

19.1.3 If the Parties are unable to resolve the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute (or such longer period as may be specifically provided for in other provisions of this Agreement), then upon the request of either Party, the dispute shall be escalated to other representatives of each Party that have more authority over the subject matter of the dispute. Referral of a dispute by a Party to its legal counsel shall be considered an escalation for purposes of this paragraph.

19.1.4 If the Parties are unable to resolve the dispute within sixty (60) Days after delivery of the initial notice of the dispute, then either Party may file a petition or complaint with any court, commission or agency of competent jurisdiction seeking resolution of the dispute.

19.1.5 Each Party shall bear its own costs in connection with any dispute resolution procedures, and the Parties shall equally split the fees of any arbitration or arbitrator that may be employed to resolve a dispute.

19.1.6 During dispute resolution proceedings conducted by any court, commission or agency of competent jurisdiction each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion.

19.1.7 A dispute which has been resolved by a written settlement agreement between the Parties or pursuant to a determination by any court, commission or agency of competent jurisdiction may not be resubmitted under the dispute resolution process.

20. COOPERATION ON FRAUD

20.1 The Parties shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

21. TAXES

21.1 For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

21.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

21.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required by applicable law to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

21.2.2 Taxes and fees imposed on the purchasing Party, which are not required by applicable law to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

21.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

21.3.1 Taxes and fees imposed by applicable law on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

21.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing with regard to taxes and fees imposed directly on the purchasing party, (i) the purchasing Party shall remain liable to the extent of applicable law for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed and (ii) providing Party shall be liable for any interest or penalty assessed thereon with respect to such uncollected Tax by a taxing authority.

21.3.3 If the purchasing Party reasonably determines that in its opinion any such taxes or fees are not payable, complies with the exemption procedure provided by applicable law, or if applicable law does not provide an exemption procedure and the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law, then providing Party shall not bill such taxes or fees to the purchasing Party. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

21.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

21.5 With regard to any taxes not billed due to the certification by purchasing Party under Section 21.3.3, herein, if it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

21.5.1 Notwithstanding any provision to the contrary, with regard to taxes and fees that the providing Party has refrained from billing under the certification procedure of Section 21.5.2 herein the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

21.5.3 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

21.6 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

21.6.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party when billed to the purchasing party contemporaneously with the applicable Services subject to such taxes or fees.

21.6.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. .

21.6.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, where providing Party wishes to contest a tax or fee that it is ultimately responsible for paying under this agreement and for which the purchasing Party has indemnified the providing Party as provided in Section 21.6.6, the providing Party shall not unreasonably withhold its cooperation in contesting such tax or fee. Any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

21.6.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

21.6.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority resulting from such a claim or contest , the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

21.6.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

21.6.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

21.7 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

22. AMENDMENTS AND MODIFICATIONS

22.1 No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

23. SEVERABILITY

23.1 Subject to Section 3 – Regulatory Approvals, if any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

24. HEADINGS NOT CONTROLLING

24.1 The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms in this Agreement or affect the meaning or interpretation of this Agreement.

25. ENTIRE AGREEMENT

25.1 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced in this Agreement, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

26. COUNTERPARTS

26.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

27. SUCCESSORS AND ASSIGNS

27.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

28. IMPLEMENTATION

28.1 This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will provide to each other. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

29. SECURITY DEPOSIT

29.1 CenturyLink reserves the right to secure the account with a suitable form of security deposit in the form and amounts set forth herein.

29.2 Security deposits shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to CenturyLink.

29.3 If a security deposit is required on a new account, the security deposit shall be made prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by CenturyLink of additional orders for service.

29.4 Security deposits shall be in an amount equal to two (2) months' estimated billings as calculated by CenturyLink, or twice the most recent month's invoices from CenturyLink for existing accounts. All security deposits will be subject to a minimum deposit level of $10,000.

29.5 The fact that a security deposit has been made in no way relieves Carrier from complying with CenturyLink's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of CenturyLink for the discontinuance of service for non-payment of any sums due CenturyLink.

29.6 CenturyLink may increase the security deposit requirements when gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit is not made within thirty (30) days of the request, CenturyLink may stop processing orders for service and Carrier will be considered in breach of the Agreement.

29.7 Any security deposit shall be held by CenturyLink as a guarantee of payment of any charges for services billed to Carrier pursuant to this Agreement or in connection with any other services provided to Carrier by CenturyLink. CenturyLink may exercise its right to credit any cash deposit to Carrier's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

29.7.1 when Carrier's undisputed balances due to CenturyLink are more than thirty (30) days past due; or

29.7.2 when Carrier files for protection under the bankruptcy laws; or

29.7.3 when an involuntary petition in bankruptcy is filed against Carrier and is not dismissed within sixty (60) days; or

29.7.4 when this Agreement expires or terminates; or

29.7.5 any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth below in this Section; or

29.7.6 Carrier fails to provide CenturyLink with a replacement letter of credit on the terms set forth herein at least 10 business days prior to the expiration of any letter of credit issued to CenturyLink hereunder.

29.8 If any security deposit held by CenturyLink is applied as a credit toward payment of Carrier's balances due to CenturyLink, then CenturyLink may require the Carrier to provide a new deposit. If payment of the new deposit is not made within thirty (30) days of the request, CenturyLink may stop processing orders for service and Carrier will be considered in breach of the Agreement.

29.9 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits.

29.10 Any letter of credit issued to CenturyLink hereunder must meet the following requirements:

29.10.1 The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poor's) or A2 (by Moody's). If Carrier proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poor's or Moody's, then Carrier must obtain the prior written approval of CenturyLink to use such bank as the Letter of Credit Bank.

29.10.2 The letter of credit shall be in such form and on terms that are acceptable to CenturyLink and must include an automatic one-year renewal extension.

29.10.3 If Carrier receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then Carrier shall promptly notify CenturyLink of such notice of non-renewal. Not later than 10 business days prior to the expiration of the letter of credit, Carrier shall provide CenturyLink a replacement letter of credit on substantially identical terms to the expiring letter of credit (or such other terms as are acceptable to CenturyLink). If Carrier provides a replacement letter of credit not later than 10 business days prior to the expiration of the existing letter of credit, then CenturyLink shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, CenturyLink will provide the original, expiring letter of credit to Carrier.

29.10.4 If Carrier desires to replace any letter of credit issued to CenturyLink hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section 29.

PART C – INTERCONNECTION AND INTERCARRIER COMPENSATION

30. INTERCONNECTION

30.1 Points of Interconnection (POIs)

30.1.1 CMRS must establish a minimum of one POI on CenturyLink's network within each LATA in accordance with the terms of this Agreement. CMRS shall establish additional POIs under the following circumstances:

a. CMRS must establish a POI at each CTL Tandem Switch or order and pay for Local Interconnection Entrance Facility and Direct Trunk Transport to all other tandems in the LATA where it wishes to exchange (i.e., receive or terminate) any types of traffic which are permitted under Section 30 with CenturyLink or where it has established codes within that tandem serving area. Nothing in this paragraph shall require the Parties to modify their current interconnection arrangements and new POIs (i.e., those not existing as of the Effective Date of this Agreement) shall be established only upon the mutual agreement of the Parties, except for new POI's or Direct Trunk Transport where required for the Parties to route traffic according to LERG.

b. When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch or a non-CenturyLink Tandem, CMRS must establish a POI at a CenturyLink End Office when total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed, the thresholds as set forth in Section 30.1.2. Except for the threshold established in Section 30.1.2.a, nothing in this paragraph shall require the Parties to modify their current interconnection arrangements and New POIs (i.e., those not existing as of the Effective Date of this Agreement) shall be established only upon the mutual agreement of the Parties, except for the threshold requirements of Sections 30.1.2.a.

c. To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned network, CMRS must establish a POI at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it wishes to exchange (i.e., receive or terminate) any types of traffic which are permitted under section 30 with CenturyLink.

30.1.2 POI Thresholds

a. When the total volume of traffic exchanged between the Parties at a CenturyLink End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, CMRS must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when the traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and remote End Offices, any traffic from remote End Offices will be included in the MOU determination of the traffic from the host End Office.

b. Notwithstanding any other provision to the contrary, if either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route between the Party and the Tandem owner exceed five hundred dollars ($500.00) for one month, CMRS must establish a POI or order DTT pursuant to Section 34.7.1 from their POI at a CenturyLink Tandem Switch in the LATA to CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days notification from CenturyLink.

30.2 Interconnection Facilities

30.2.1 Each Party is financially responsible for transport on its side of each POI. If CMRS chooses to lease the facility from each POI to CMRS's network from CenturyLink and the facility is within CenturyLink's serving territory, CMRS will lease the facility from CenturyLink as defined in section 31. This does not negate the Parties' obligations to share the cost of interconnection facilities established in Part C.

31. NETWORK INTERCONNECTION METHODS FOR DIRECT INTERCONNECTION

31.1 Leased Facility

31.1.1 Where facilities exist, CMRS may lease facilities from CenturyLink to establish Interconnection through CenturyLink's provision of a DS1 or DS3 Local Interconnection Entrance Facility and Direct Trunked Transport. A Local Interconnection Entrance Facility extends from the CenturyLink Serving Wire Center to CMRS's Switch or other CMRS Premises within CenturyLink's serving area. Local Interconnection Entrance Facilities may not extend beyond the area served by the CenturyLink Serving Wire Center. The rates for Local Interconnection Entrance Facilities are provided in Table 1. Local Interconnection Entrance Facilities may not be used for interconnection with Unbundled Network Elements, or in a manner inconsistent with the requirements in section 30. CenturyLink's special access service is available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 34.7.1.2. when CMRS uses such special access service for multiple services. CenturyLink's Switched Access Services are also available as an alternative to CenturyLink Local Interconnection Entrance Facilities, subject to 34.7.1.3. CMRS may also lease access facilities from a third party.

31.2 Mid Span Fiber Meet.

31.2.1 The Parties may interconnect at a Mid Span Fiber Meet subject to the following terms and conditions:

1. The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and technically feasible point between CenturyLink's Serving Wire Center End Office and CMRS's Premises, and will be within the CenturyLink Local Calling Area.

2. The Mid Span Fiber Meet will be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the mid-span Meet Point and to provide for a point of demarcation between the networks of each party and the ability to control the environment.

3. The construction of new facilities for a Mid Span Fiber Meet is only applicable when traffic is roughly balanced.

4. CenturyLink will provide up to fifty percent (50%) of the facilities needed to connect the networks of the Parties, or to CenturyLink's exchange boundary, whichever is less.

5. CMRS shall establish a CLLI code for the facility ACTL at the Mid-Span Fiber Meet in addition to any other CLLI code required for the trunks in this Agreement.

31.3 Third Party ILEC Meet Point using Leased Facilities. If CMRS chooses to interconnect with CenturyLink using a third party ILEC Meet-Point arrangement (i.e., leased access facilities jointly provisioned by CenturyLink and a third party ILEC), then any portion of such facilities provided by CenturyLink will be ordered from CenturyLink's access Tariff.

31.4 Self-Provisioned. CMRS may construct or otherwise self-provision Interconnection Facilities.

31.5 Interconnection to CenturyLink is possible with the following types of interconnection:

31.5.1 Type 1 Interconnection. If Carrier has existing Type 1 Interconnections, CenturyLink will permit the existing Type 1 interconnections to continue under the following terms. No new Type 1 Interconnections will be provisioned and no existing Type 1 connections will be expanded. Type 1 Interconnection is a trunk connection with line treatment at an End Office that uses trunk-side signaling protocols in conjunction with a feature generically referred to as Trunk With Line Treatment. A Type 1 Interconnection uses multi-frequency (MF) address pulsing and supervision only. For M-L traffic, the wireless carrier will get access to valid NXXs that terminate to end users that are assigned to the End Office where the Type-1 interconnection is established or NXXs that terminate to any End Office that sub-tends the tandem of which the end office where the Type-1 interconnection also sub-tends. All traffic that falls within the above mentioned calling scope will be treated as local traffic and the Type-1 composite rate will apply. Any traffic that goes beyond the above mentioned calling scope must be routed to an appropriate 2A interconnection or to the wireless carrier's IXC provider.

(a) If Carrier's M-L Type 1 call routing does not comply with this agreement, an additional charge may apply to compensate CenturyLink for additional network costs to terminate traffic outside the local calling scope of a Type 1 interconnection.

(b) In addition, Carrier will be responsible for any charges, including any access charges, which are billed to CenturyLink by third parties. For Type 1 interconnections, when a third party carrier submits an order to port a number from Carrier to the third party or when Carrier submits an order to port a number to Carrier, the Translations Rearrangement Charge will apply.

(c) CenturyLink will work with Carrier to migrate Carrier's Type 1 Interconnection and associated directory numbers to a Type 2 interconnection.

31.5.2 Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a CenturyLink Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes served by End Offices subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach local Operator Services, Directory Assistance or 911/E911. A Type 2A interconnection can be used to establish interconnection to an Interexchange Carrier. Type 2A interconnections that access Interexchange Carriers and local services require separate trunk groups. Separate trunks may also be required for 8YY traffic. This interconnection

type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.

31.5.2.1 CMRS is responsible for ordering facilities and trunks for its traffic to interface into CenturyLink's Tandem at the DS1 level, including switch port and any muxing necessary for such purposes. If CMRS orders CenturyLink Interconnection Facilities for this, the CMRS shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CMRS orders CenturyLink's access services for this, the CMRS shall pay based on CenturyLink's applicable access tariff instead of Table 1.

31.5.3 Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a CenturyLink End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid CenturyLink NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach EAS points, Operator Services, 911/E911, or to carry 8YY or 900 traffic. This interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.

31.5.3.1 CMRS is responsible for provisioning its traffic to interface into CenturyLink's End Office at the DS1 level, including switch port and any muxing necessary for such purposes. If CMRS orders CenturyLink Interconnection Facilities for this, the CMRS shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CMRS orders CenturyLink's access services for this, the CMRS shall pay based on CenturyLink's applicable access tariff instead of Table 1.

31.5.3.2 Nothing in this section is intended to change the requirements of 30.1.1.b.

31.5.4 Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a CenturyLink 911/E911 tandem office that provides access to the Public Safety Answering Point (PSAP).

31.5.5 Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to an operator services system switch that provides access to operator services call processing capabilities.

31.6 Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance), separate trunks will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.

31.7 The Parties will utilize either two-way or one-way directionalized trunking on shared facilities where available and technically feasible. Orders between CenturyLink and Carrier to establish, add, change or disconnect trunks shall be processed by utilizing the existing electronic Access Service Request ("ASR"), or such other industry standard that replaces the ASR.

31.8 Establishing a Rate Center

31.8.1 When CenturyLink delivers traffic to or receives traffic from Carrier on a Type 2A basis, Carrier may establish a rate center for each NPA/NXX that is located within the serving area of the Tandem Switch to which Carrier is interconnected when the chosen rate center is served by the same access Tandem Switch.

31.8.2 Carrier will also designate a rating point and routing point for each NPA/NXX code assigned for Carrier's use. Carrier shall designate one location for each rate center area as the routing point for the NPA/NXXs assigned for Carrier's use associated with that area, and such routing point shall be within the same LATA as the rate center area but not necessarily within the rate center area itself. Rate center areas may be different for each Party, as appropriate. The routing point associated with each NPA/NXX assigned for Carrier's use need not be the same as the corresponding rate center point, nor must it be located within the corresponding rate center area, nor must there be a unique and separate routing point corresponding to each unique and separate rate center. Notwithstanding the above, the routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem Switch serving territory as the rating point.

31.8.3 Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Party's choice regarding the size of the local calling area(s) that either Party may establish for traffic originated by its customers.

31.8.4 Nothing in this Agreement shall be construed to mean that CenturyLink agrees that a fixed wireless network architecture is entitled to interconnection rights as a CMRS carrier, nor shall anything be construed to mean that Carrier agrees with CenturyLink's position.

31.9 For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier to negotiate with the appropriate state or local public safety answering agency the manner in which 911/E911 traffic from Carrier will be processed.

32. EXCHANGE OF TRAFFIC

32.1 When traffic is not segregated according to traffic types, the Parties will use an InterMTA traffic factor and a Percent Interstate Usage factor ("PIU") to estimate the amount of traffic that is InterMTA.

32.1.1 The InterMTA factor accounts for both Carrier-originated and Carrier-terminated traffic that crosses the MTA boundary and traverses the local interconnection trunks. The InterMTA traffic factors and the PIU factor shall be based on traffic studies and the PIU shall be applied only on minutes of use originating from CenturyLink to Carrier, and the PIU factor shall be 87.93%, such that 87.93% of the InterMTA traffic shall be treated as interstate, and 12.07% (100%-87.93%) shall be treated as intrastate. The factors are shown in Table 1.

32.2 For interMTA traffic crossing local interconnection trunks, CenturyLink will bill Carrier as follows:

32.2.1 Carrier's wireless-originated traffic crossing local interconnection trunks deemed interMTA will be billed at CenturyLink's applicable interstate terminating access rate. This factor is shown in Table 1. There will be no factors for interstate/intrastate usage.

32.2.2 CenturyLink-originated traffic crossing local trunks deemed interMTA will be billed at CenturyLink's applicable originating access rate. Of the traffic deemed interMTA, the percent deemed interstate, and the percent deemed intrastate are reflected as a PIU factor shown in Table 1. CenturyLink will use SS7 records to determine its originating traffic routed on local trunks.

32.2.3 CenturyLink will pay no compensation to Carrier for interMTA traffic.

32.2.4 No reciprocal compensation will be paid by CenturyLink to Carrier for interMTA traffic. CenturyLink may bill Carrier switched access tariffed rates for this traffic in accordance with 32.2.2.

32.2.5 At any time after the Effective Date, the Parties may conduct a state-specific traffic study, and shall agree on the number of) days of traffic information for the study, to determine an updated InterMTA traffic percentages and/or PIU, the results of which will be used going forward upon amendment to this Agreement by the Parties; provided, however, that the InterMTA factors and PIU shall not be revised more often than once every six months. The Parties will work together to ensure the necessary traffic data required for sampling purposes is available for such study.

32.3 Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code where currently available.

32.4 Where available, CenturyLink will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent CenturyLink provides ANSI optional parameters for its own use, CenturyLink shall provide the same to Carrier.

32.5 Where available, CenturyLink will provide carrier identification parameter (CIP) within Carrier's SS7 call set-up signaling protocol at no charge.

32.6 CenturyLink shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.

32.7 If Carrier interconnects its SS7 network with CenturyLink's SS7 network, both parties will support CLASS signaling, to the extent each Party offers related features and functions to its own end-users.

32.8 Each Party is responsible for the transport of originating calls from its network to the POI, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

32.9 Where Carrier's switch is equipped, Carrier will provide JIP (Jurisdiction Information Parameter) with all terminating traffic (Mobile to Land).

32.10 Signaling Parameters: CenturyLink and CMRS are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Rules and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN and ChN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks.

33. TYPES OF TRAFFIC AND SERVICES

33.1 This Agreement applies only to the exchange of Local Traffic, Transit Traffic and Ancillary Traffic. Although Non-Local Traffic may be transmitted over the same facilities used for Local Traffic, the rates and terms for the exchange of Non-Local Traffic are based on the rates and elements included in CenturyLink's access tariffs.

33.2 Each Party will be fully responsible for all traffic originating from its network and terminating to the other party's network in terms of traffic type as well as completeness and accuracy of call record data. The Parties will send all available message indicators, including originating telephone number, local routing number and CIC.

34. COMPENSATION

34.1 Non-Local Traffic

34.1.1 Carrier will compensate CenturyLink for Non-Local Traffic based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

34.2 Local Traffic. Under this Agreement, Bill and Keep shall apply to the exchange of Local Traffic solely when such traffic terminates to the end users of one of the Parties (including wireless traffic of end user customers of Carrier's wireless roaming partners). The transit rate shall apply to Transit Traffic.

34.3 Intentionally Left Blank

34.4 Transit Traffic. Carrier shall pay a transit rate, as set forth in Table I when Carrier uses a CenturyLink tandem to terminate Transit Traffic to a third-party.

34.5 When transit traffic originated by a third party is routed through a CenturyLink Tandem to CMRS, and the third party is not legally obligated to compensate CenturyLink for the transit service provided in transporting the traffic to CMRS as a result of paragraph 999 of the FCC *Report and Order and Further Notice of Proposed Rulemaking In the Matter of Developing a Unified Intercarrier Compensation Regime,* CC Docket No. 01-92, FCC 11-161 (rel. Nov. 18, 2011), effective December 29, 2011, then CMRS, upon notice from CenturyLink (which notice will be given within a reasonable time after CenturyLink receives notice from any such third party) will either:

34.5.1 Establish direct interconnection with said third party; or

34.5.2 Pay transit rate, as set forth in Table 1.

34.6 CMRS shall compensate CTL at the lower transit rates, per MOU, as set forth in the Pricing Sheet if the following terms are met:

(a) CMRS has continuously received Transit Service from CTL pursuant to the terms of this agreement through December 31, 2016, and;

(b) CMRS has delivered at least 250,000,000 minutes of Transit Service traffic to CTL from January 1, 2016 to December 31, 2016, and;

(c) Transit rates apply to the following OCN's only: 0298, 0356, 0423, 0424,0427, 0431, 0434, 0436, 0439, 0440, 0442, 0458, 0485, 0552, 0557, 0574, 0630, 0671, 0689, 0702, 0705, 0747, 0801, 0841, 0857, 0877, 0884, 0895, 0898, 0913, 0922, 0924, 0931, 0934, 0950, 0956, 0959, 0970, 1057,1126, 1142, 1143, 1144, 1151, 1155, 1159, 1274,1445, 1706,1711, 1720, 1727, 2101, 2117,2140, 2185, 2208, 2225, 2249, 2274, 2299, 2360, 2395, 2408, 2410, 2422, 4437, 4438, 9784, 9785, 9786, 9787, 9788, 9789.

34.7 If CMRS does not meet the required volume of Transit Service for Transit Traffic set forth in 34.6(b), then the lower transit rate will not apply.

34.8 Paging Traffic. Bill and Keep shall apply for termination of paging services.

34.9 Billing Elements for Interconnection Facility

34.9.1 Local Interconnection Entrance Facility

34.9.1.1 Recurring and nonrecurring rates for Local Interconnection Entrance Facilities are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities.

34.9.1.2 If CMRS chooses to provision facilities over an existing facility purchased as special access service from the CenturyLink state or FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility charges from Table 1.

34.9.1.3 If CMRS chooses to order Interconnection Facilities as Switched Access Service from the CenturyLink state and FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility, DTT, and MUX charges from Table 1.

34.9.2 Recurring rates for Direct Trunked Transport (DTT) are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities. Direct Trunked Transport (DTT) is available between the Serving Wire Center of the Local Interconnection Entrance Facility or Collocation and the terminating and/or transiting Tandem Switch or End Office Switches.

34.9.2.1 When DTT is provided to a Tandem Switch the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch.

34.9.2.2 Rate band shall be determined for DTT based on the Combination of the Serving Wire Center and the Tandem Switch or End office Switch. Pending system conversions may require a change to a new standard DTT rate structure which will be reflected to an amended Table 1.

34.9.2.3 If the Parties elect to establish two-way Local Interconnection Trunks for reciprocal exchange of traffic, the cost of the two-way Local Interconnection Entrance Facility and DTT shall be shared among the Parties based on the agreed upon Relative Use Factor (RUF) in Table 1.

34.9.2.3.1 CenturyLink will bill CMRS for the entire DTT and Local Interconnection Entrance Facility provided by CenturyLink at the rates in Table 1.

34.9.2.3.2 CenturyLink's portion of the DTT and Local Interconnection Facility will be based on the RUF determined by the Parties using the following to assign the minutes for which CenturyLink is responsible:

- All Local Traffic Minutes of Use (MOU) that CenturyLink originates and sends to CMRS over the Local Interconnection Entrance Facilities.

34.9.2.3.3 CMRS may bill CenturyLink for CenturyLink's use of the Local Interconnection Entrance Facility and DTT provided by the CMRS on CMRS's side of the POI, which are within the LATA and CenturyLink's serving territory, based on the RUF defined in 34.7.2.3.2 and the rates in Table 1.

34.9.2.3.4 The Parties can mutually agree to re-negotiate the RUF no more than once every six months and shall Amend the agreement accordingly.

34.9.3 Multiplexing (DS1/DS3 MUX) is available at the rate specified in Table 1. If the Interconnection Facility was ordered as Switched Access Service, then the tariffed rates apply instead of the MUX rates from Table 1.

34.9.4 Trunk Nonrecurring charges

34.9.4.1 Installation and Disconnect nonrecurring charges may be assessed by the provider for each Interconnection Trunk ordered at the rates in Table 1.

34.9.4.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Interconnection Trunk rearrangement ordered, at one-half (1/2) the rates specified in Table 1.

34.9.5.3 If the Interconnection Facility is ordered as Switched Access Service, then the applicable tariffed trunk nonrecurring charges apply instead of the rates from Table 1.

35. CHARGES AND PAYMENT

35.1 In consideration of the services provided under this agreement, the Parties shall pay the charges set forth in Table 1.

35.2 Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day. For invoices not paid when due, late payment charges will be assessed.

35.2.1 If an invoice is not paid within sixty (60) Days after the bill date, CenturyLink will suspend processing new orders and cancel any pending orders.

35.2.2 If the account remains delinquent ninety (90) Days after the bill date, CenturyLink will terminate all services under this Agreement.

35.3 Itemized, written disputes must be submitted on the dispute form to the National Access Service Center (NASC), or appropriate equivalent center no later than 120 days after the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice. Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved in accordance with the provisions governing dispute resolution of this Agreement.

35.3.1 If the Billed Party fails to dispute a rate or charge within 120 Days following the invoice date on which the rate or charge appeared, adjustment will be made on a going-forward basis only, beginning with the date of the dispute.

35.3.2 CenturyLink will back-bill for underbilling of any service provided no more than six bill cycles.

35.4 CenturyLink will not accept any new or amended order for Telecommunications Services, Interconnection or other related services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid for any service, whether covered by this Agreement or not, and reserves the right to terminate existing services.

35.5 CenturyLink will assess late payment charges to Carrier until the amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of:

35.5.1 the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date the customer actually makes the payment to CenturyLink; or,

35.5.2 the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date Carrier actually makes the payment to CenturyLink.

36. BILLING

36.1 Record Exchange

36.1.1 CenturyLink and Carrier agree that no call records will be exchanged between the Parties.

PART D – NETWORK MAINTENANCE AND MANAGEMENT

37. GENERAL REQUIREMENTS

37.1 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.

37.2 Each Party shall provide a twenty-four (24) hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.

37.3 CenturyLink will process Carrier maintenance requests at Parity.

37.4 Notice of Network Change. In accordance with Part B, Section 15 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, CenturyLink shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.

37.5 CenturyLink will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. CenturyLink will respond to Carrier customer alarms at Parity with response to alarms for its own carrier customers.

37.6 Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

38. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

38.1 CenturyLink shall perform restoration of services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity, in accordance with the following priorities. First, restoration priority shall be afforded to those services affecting its own end users or identified Carrier end users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between CenturyLink and Carrier in general. Third, should CenturyLink be providing or performing tandem switching functionality for Carrier, third-level priority restoration should be afforded to any trunk. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

39. SERVICE PROJECTIONS

39.1 CenturyLink and Carrier will provide a non-binding two-year inter-company forecast for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:

39.1.1 Common Language Location Identifier (CLLI-MSG) codes for Tandem and End Office locations;

39.1.2 Two-Six Codes for each trunk group;

39.1.3 Quantity of trunks in service;

39.1.4 Share usage and share overflow information. This information will be derived by taking the highest usage of a 20-day period (generally a four-week period, not to include

weekends or holidays) from the previous 12 months, or other interval as local conditions warrant and are mutually agreed to by both Parties;

39.1.5 Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

40. QUALITY OF SERVICE

40.1 Interconnection quality of service shall be at Parity with that provided by CenturyLink for its own services.

40.2 A blocking standard of 1% during the average busy hour shall be maintained for all local interconnection facilities.

40.3 Carrier and CenturyLink shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

41. INFORMATION

41.1 The Parties must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

PART E – ACCESS TO TELEPHONE NUMBERS

42. GENERAL REQUIREMENTS

42.1 It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

PART F – TRANSIT SERVICE (Non-251 Service)

43. TRANSIT TRAFFIC

43.1 To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where the Parties have a Type 2A Interconnection (i.e., Carrier is interconnected at CenturyLink's tandem), CenturyLink will provide Transit Services for the exchange of traffic between Carrier and third parties interconnected at the same tandem.

43.2 CenturyLink may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.

43.3 Terms and Conditions

43.3.1 For purposes of this Agreement, "Indirect Traffic" means traffic which is originated by one Party and Terminated to the other Party in which a third party ILEC's Tandem Switch both provides the intermediary transit service and serves CenturyLink's End Office NPA-NXXs. To the extent CenturyLink identifies, either through its own recording capabilities or through call detail records provided by another carrier, traffic that is originated by Carrier and terminated indirectly to CenturyLink through a third party ILEC tandem, Carrier will reimburse CenturyLink for any transit charges billed by the intermediary carrier to CenturyLink. Indirect Traffic is intended only for de minimis traffic, therefore Indirect Traffic will be allowed on routes between CenturyLink End Offices and Carrier in instances where, and only so long as, none of the threshold requirements set forth in Section 30.1.2 of this Agreement have been reached. In addition, Carrier agrees not to route Transit Traffic to a non-CenturyLink Tandem when the NPA-NXX of the number called is assigned to a carrier other than CenturyLink and also is rated within CenturyLink's Tandem serving area and served by a CenturyLink Tandem. Carrier shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a third party terminating carrier as a result of any such double Tandem Transit Traffic that may be routed by Carrier. In addition, Carrier will be financially responsible for any Transit Traffic charges CenturyLink may charge for such traffic. The Parties agree that they have an obligation to route traffic according to the requirements of the Local Exchange Routing Guide ("LERG").

43.3.2 Carrier acknowledges that a third-party carrier may block transit traffic. To the extent traffic is blocked by a terminating third party, CenturyLink will have no obligation to resolve the dispute. Carrier acknowledges that CenturyLink does not have any responsibility to pay any third-party carrier charges for termination of any Transit Traffic. CenturyLink will not pay such charges on behalf of Carrier.

43.3.3 Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between Carrier and a third party exceeds the equivalent of three (3) DS1s of traffic, CenturyLink may, but shall not be obligated to, require Carrier to establish a direct connection with the parties to whom they are sending traffic. CenturyLink also reserves the right to require Carrier to establish a direct connection to the third party if, in CenturyLink's sole discretion, the CenturyLink Tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing Tandem and network configuration. Within sixty (60) Days after CenturyLink notifies Carrier of the requirement to direct connect, Carrier shall establish a direct Interconnection with such third party. After sixty (60) Days, if Carrier has not established a direct Interconnection, CenturyLink may thereafter charge Carrier for such Transit Service at double the transit rate set forth in the Agreement, or discontinue providing Transit Service to Carrier, at the sole discretion of CenturyLink, provided however, that CenturyLink shall exercise such discretion in a non-discriminatory manner.

43.4 Payment Terms and Conditions

43.4.1 Carrier will pay CenturyLink transit charges for Transit Traffic as set forth in Table 1.

43.5 Billing Records and Exchange of Data

43.5.1 Each Party will use best efforts to convert all network's transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties will send all available message indicators, including originating telephone number, local routing number and CIC.

43.5.2 Upon request and to the extent available, CenturyLink will provide the terminating Party information on traffic originated by a third party Carrier or CMRS provider.

43.6 To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties will comply with the industry-adopted format to exchange records.

SIGNATURES

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service Affiliates		**CenturyTel of the Gem State, Inc. d/b/a CenturyLink, CenturyTel of Idaho, Inc. d/b/a CenturyLink**	
By:	DocuSigned by: David Handal B2FF6217C408460	By:	DocuSigned by: Diane Roth 766DEF6A149A455...
Name :	David Handal	Name:	Diane Roth
Title:	Carrier Relations Director	Title:	Director – Wholesale Contracts
Date:	6/8/2016	Date:	6/8/2016

Table 1
(begins on following page)

Table 1 - Rates

KEY CODES		CenturyTel - Idaho		December 2015
MRC	NRC	CMRS Elements		
		Account Establishment Charge	**MRC**	**NRC**
		Account Establishment		**$224.07**
		Customer Service Record Search	**MRC**	**NRC**
		CSR - Manual		**$11.67**
		CSR - Automated		**$0.00**
		Service Order / Installation / Repair	**MRC**	**NRC**
		Service Order Requests for LSR - Simple		**$9.23**
		Service Order Requests for LSR - Complex		**$41.08**
		Service Order Requests for DSR - Directory Listing Only		**$5.64**
		INTERCARRIER COMPENSATION		
		Interconnection Facilities - T083	**MRC**	**NRC**
		Local Interconnection Entrance Facility		
		DS1	**$117.48**	**$381.10**
		Disconnect		**$59.67**
		DS3	**ICB**	**ICB**
		Interconnection Facilities - T148	**MRC**	**NRC**
		Local Interconnection Entrance Facility		
		DS1	**$330.67**	**$381.10**
		Disconnect		**$59.67**
		DS3	**ICB**	**ICB**
		Interconnection Facilities - Direct Trunk Transport	**MRC**	**NRC**
		DS1		**$103.44**
		Fixed	**$18.31**	
		Per Mile	**$105.62**	
		Disconnect		**$26.04**
		DS3		**$103.44**
		Fixed	**$354.90**	
		Per Mile	**$2,564.22**	
		Disconnect		**$26.04**
		Interconnection Facilities - Multiplexing	**MRC**	**NRC**
		DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	**$92.03**	**$103.44**
		Disconnect		**$26.04**
		DS3-DS1 (per DS3)	**$262.00**	**$103.44**
		Disconnect		**$26.04**
		Reciprocal Compensation	**MRC**	**NRC**
		Local traffic Termination - Per Minute of Use	**Bill and Keep**	
		Transit Service (dependent on volume requirements in 34.6)	**MRC**	**NRC**
		Plan Year 1: Current through December 31, 2016		
		Transit – per MOU	**0.0028**	
		Third Party Originated Transit - Per Minute of Use	**0.0028**	
		Plan Year 2: Effective January 1, 2017		
		Transit - Per Minute of Use	**0.0025**	
		Third Party Originated Transit - Per Minute of Use	**0.0025**	
		InterMTA Traffic	**MRC**	**NRC**
		M - L InterMTA Traffic Factor	**2.00%**	
		L - M InterMTA Traffic Factor	**6.78%**	
		Percent Interstate Usage L _ M Factor ("PIU")	**87.93%**	